

unless other Finishers (or their replacements) are willing to accept the displaced Finisher's share.

14. Disclaimer of Warranty. Farrower understands and acknowledges that Cargill does not own any animals sold through the Pig.Net Alliance, nor does it control or operate any facilities that raise animals bought or sold through the Pig.Net Alliance. Farrower is encouraged to conduct due diligence prior to entering into this Agreement, to determine the worthiness of the Finishers prior to committing to a long term agreement with them. Cargill does not and cannot warrant the worthiness of any Finishers who may wish to participate in the Pig.Net Alliance. Farrower acknowledges that in entering into this Agreement, Farrower is not relying on any representation of Cargill or Cargill's employees or agents as to the worthiness of any Finishers who may wish to participate in the Pig.Net Alliance. Cargill cannot and does not warrant or guaranty the ability of other members of the Pig.Net Alliance to fulfill their obligations as Pig.Net Alliance members, nor can Cargill warrant the health or condition of any pigs sold through the Pig.Net Alliance. Farrower further understands and acknowledges that swine production is difficult, subject to many factors outside the control of the Farrower or Cargill, and that Cargill cannot and does not warrant or guarantee that Farrower's production or profits will be increased by participating in the Pig.Net Alliance.

15. Genetics. Farrower understands that in order to receive the benefits of the Pig.Net Alliance, Farrower is required to utilize acceptable genetic lines. Farrower agrees that it will not modify its genetic lines without first obtaining the written consent of Cargill, which consent Cargill may withhold at its sole discretion.

16. Term. The term of this Agreement shall be three (3) years and nine (9) weeks, beginning on the effective date first above-written or, if no effective date is first above written, then the term of this Agreement shall begin on the date Farrower first delivers weaner pigs under this Agreement. This Agreement shall be automatically extended for a term of two (2) additional years unless either Cargill or Farrower provides the other party with at least ninety (90) days notice of intent to terminate. During the two (2) year additional term, either party shall have the right to terminate this Agreement by providing the other party with at least ninety (90) days notice of intent to terminate.

17. Cargill's Right to Inspect Farrower's Facility and Records. Cargill shall have the right to inspect Farrower's facility and records, at reasonable times and upon reasonable notice.

18. Relationship of Parties. This is a service agreement. Cargill is not acting as Farrower's agent in connection with this Agreement or any ancillary agreements Farrower may sign in connection with the Pig.Net Program. Cargill and Farrower are each independent contractors, and the parties acknowledge that Farrower is in sole control of Farrower's Facility, except as specifically set